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HOURS OF OPERATION

Business Hours

- Monday through Friday 9:00 a.m. to 5:00 p.m.
- Saturday and Sunday open by appointment only.

Event Hours

Monday through Sunday
 8:00 a.m. to 12:00 Midnight (as scheduled in advance).

BACKGROUND

While *The Smithfield Center* was partially funded with taxpayer money and therefore belongs in part to the taxpayers of the Town and County, it is reasonable that the users of the facility pay at least part of the expenses connected with operating the center. Every time the center is used, a cost for electricity, heat, cooling, water, setup and staff (to name a few), plus normal wear and tear is generated. Some of these costs are ongoing and occur even if the center is not in use. However, the Town Council feels these operating and maintenance costs, to the extent possible, should be paid by the users.

The Town Council also feels that the two major contributors to the construction of this facility other than the Town of Smithfield - Smithfield Foods, Inc. and Isle of Wight County should be provided some reduction in cost of usage. It is also recognized that contributions towards the construction of the center do nothing to ease the burden of the town operating and maintaining the facility. Any use of the center at no cost or reduced cost means that the Town of Smithfield is subsidizing these users, thus placing an unfair burden on the Smithfield taxpayers.

An introductory rate schedule has been established for the use and rental of the center. Since the facility has not been operating long enough to generate a significant operating cost history, this rate schedule is based on estimated costs and is therefore subject to change as more data becomes available.

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A. GENERAL POLICIES

- 1. Bookings will be accepted on a first come-first serve basis. Unless other arrangements are made, users must pay a 50% booking deposit and sign a contract within 7 days of reserving a date. A second deposit is required no later than 14 days prior to the event. If there is less than 14 days between the date that the application is submitted and the event date, both deposits will be made at the time of booking. All booking deposits will be applied toward the final cost. All payments made before an event will be considered deposits. Failure to make a regularly scheduled payment may result in cancellation of reservation.
- 2. Booking deposits are 100% refundable up to 30 days before event.
- 3. A security deposit may be required of any user. This is in addition to the booking deposits. Security deposits are 100% refundable providing that all accounts are settled and that no damage to property or equipment are incurred.
- 4. The Smithfield Center reserves the right to refuse to accept bookings from individuals or groups that have outstanding invoices, or who have a history of damages or problems at the center.
- 5. Events requiring audio-visual set-up in advance of the event or a technician furnished by the center to run equipment will be charged at a rate of \$20.00 per hour. Payment of estimated charges will be due with the second deposit.
- 6. Users are responsible for missing or damaged equipment. Users will be billed after the event for damages, extraordinary cleaning, or other unexpected charges. Extraordinary cleaning is defined as cleaning other than what is normal for the room or space. Users will be billed \$25.00 per hour for any extraordinary cleaning required after an event.
- 7. Candles are permitted as table decorations and must be globed. Open flames are restricted to candles used in ceremonies.
- 8. Decorations are permitted with advanced approval of the center manager. No decorations may be affixed to walls, floors or ceilings. No postings are permitted on doors, windows, walls, mirrors or bathroom stalls. Easels and portable screens are available for postings at no charge. ABSOLUTELY NOTHING MAY BE TAPED, STAPLED, PINNED OR OTHERWISE AFFIXED TO THE FOLDING WALLS IN THE CENTER. Users are required to remove and appropriately dispose of all decorations immediately following an event unless prior arrangements have been made with the center manager.

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GENERAL POLICIES (CONTINUED)

- 9. Users or their designee (such as a caterer) are responsible for cleaning the kitchen area including: sweeping and mopping the kitchen, emptying the trash cans, basic cleaning of all equipment and replacing of service equipment. The center will arrange this clean up if the user so desires, and a fee of \$25.00 an hour will be charged for this service.
- 10. All users and caterers are required to follow all local and state laws concerning the service of alcohol at events. Users are responsible for obtaining the required permits or licenses to sell, serve and/or distribute alcohol at an event. By law, an ABC license is required to be displayed at the entrance to the area where alcohol is being served during the entire event. Easels will be provided for this purpose.
- 11. B.Y.O.B. events open to the general public are not permitted. Security is required for all events that are open to the general public where alcohol is served. Security arrangements will be made by the center manager and billed to the user. The Smithfield Police Department will provide off-duty security at a rate of \$23.00 per hour. Security will be provided from one half-hour prior to the start of the event until one-half hour after the completion of the event. Only plastic drink containers may be used to serve alcohol for events open to the general public.
- 12. Everyone using the kitchen area is required to follow all public health regulations as prescribed by local and state government. Regulations provided by the Health Department are posted throughout the kitchen area. If a food service permit is required by law, then it is the responsibility of the user to obtain the required permits. Violations of food service regulations may be reported to the Isle of Wight County Health Department by center staff.
- 13. The Smithfield Center is not responsible for the quality of food service provided.
- 14. The Smithfield Center will provide available tables, chairs, dishes, flatware, glasses, staging, etc. The center does not provide table clothes, napkins or toppers. Any additional equipment needed is the sole responsibility of the user to obtain. Users shall inform the center manager of any additional rentals so arrangements may be made for deliveries and pick-ups.
- 15. The Smithfield Center is not responsible for lost or misplaced items belonging to users or caterers.

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B. RENTAL FEE/CHARGE POLICIES

In order to maximize the revenue produced by the center while providing for complementary or reduce rate usage for certain users, the Smithfield Town Council has adopted the following policy regarding the use of the Center:

1. There will be a two level rate structure in effect for use of the center:

<u>Level 1</u> - Weekends – Friday noon to Sunday midnight, and Holidays. Holidays are defined as all legal holidays granted by the Town, County, State and/or Federal government. Thanksgiving Holiday will begin on the Wednesday afternoon before and extend through the Sunday after. Holiday rates will also apply from the 23rd of December through New Years Day. For all other holidays, level 1 rates will be in effect from the afternoon before through the entire day of the holiday. The center will be closed on Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and New Years Day.

Level 2 - All other times

- 2. There will be no complementary use or discounted rates granted during the Level 1 period (Weekends and Holidays) except as specified in items B.6, B.11, and B.13.
- 3. Out-of-county individuals, groups, organizations and businesses will be charged at the rates established for the period requested.
- 4. No event may be booked more than 2 years in advance. Events booked up to one year in advance will be charged the rate in effect for the date booked at the time the booking is made, provided a signed contract and a 50% deposit are received. Charges for events booked more than one year in advance are subject to change at any time up to six months prior to the event. However, the special introductory rates will be honored for an event booked up to two years in advance prior to June 30, 2001 provided a signed contract and payment in full of estimated charges is received by June 30, 2001.
- 5. Any event where items are sold for the benefit of an individual, group, company, corporation or other organization and any private, company or corporate sponsored event such as trade shows, dances, concerts, receptions, etc., will be charged the full fee established for the period requested. Rates and booking availability for multiple day events are subject to the approval of the center manager.

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RENTAL FEE/CHARGE POLICIES (CONTINUED)

- 6. Smithfield Foods, Inc. will receive one complementary eight-hour use of the center for their annual corporate holiday party each year. The rate for additional time for this event will be \$50.00 per hour. Restrictions specified in item B.2. do <u>not</u> apply.
- 7. Charitable events sponsored by Smithfield Foods, Inc. will be considered for complementary usage or discounted fees on a case-by-case basis. Restrictions specified in item B.2. apply for these events. Other events by Smithfield Foods, Inc. and its local subsidiaries not of a charitable nature will be charged at rates established for the period requested with the exception noted in item B.8.
- 8. Meetings held by Smithfield Foods, Inc. and its local subsidiaries will be granted complementary use of conference rooms set up in the standard configuration (rooms A & B or C & D) no more often than one day per week. Standard set-up for rooms C & D is "U" shaped for 24 people and rooms A & B is theatre seating for 80 people with a "head table" for 10 to 12 people. Additional space may be used at the scheduled rates. Any reconfiguration of the standard room set up will result in a charge of \$100.00. This complementary use is available during Level 2 periods only.
- 9. Service clubs, religious organizations and/or other social societies will be charged the fee established for the period requested.
- 10. Groups and organizations operating for the charitable benefit of the citizens of the Town of Smithfield or the County of Isle of Wight will receive consideration for complementary or reduced fee use of the Center for one event per year. Restrictions specified in item B.2 will apply. Any of these individuals, groups or organizations collecting a fee or a donation for admission to an event, such as "fund raiser", unless the entire proceeds from the event are obligated for the benefit of the citizens, will pay full fee rates for the period for which usage is requested. Exceptions to this policy may be on a case-by-case basis and must be approved by Town Council.
- 11. All official IOW Government meetings and events will receive a 50% discount of all resident fees established for the period. The special rate does not include social functions and events scheduled during Level 1 or weekend rates.
- 12. IOW Supervisors will be granted complementary use for Board of Supervisor's retreats, meetings and special events. IOW Supervisors are granted a full waiver for one event each year on a weekend or holiday.

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RENTAL FEE/CHARGE POLICIES (CONTINUED)

- 13. Isle of Wight County Public Schools will receive a 50% discount of all scheduled rental fees for one school sponsored high school prom for their respective county high schools each year. Restrictions specified in item B.2. do <u>not</u> apply.
- 14. Volunteer fire departments and rescue squads within Isle of Wight County will be receive one complementary eight hour use of the center for their respective annual banquets each year. The rate for additional time for these events will be \$50.00 per hour. Restrictions specified in item B.2. apply.
- 15. The Smithfield Center welcomes annual events, however a 50% non-refundable deposit is due within 7 days of the previous year's event. When making reservations, clients must designate dates as "Annual Events". Failure to notify staff of the "Annual Event" status or to pay the deposit as required may result in the date being posted as available and the Smithfield Center will accept a booking with deposit on a first come first serve basis.
- 16. The Smithfield Center will hold an annual **Reservation Day**. Reservation Day will be in January of each year and will be the **first** date the Center will accept bookings (other than "Annual Events") for the next calendar year.

ADOPTED FEBRUARY 6, 2001 BY THE SMITHFIELD TOWN COUNCIL
AMENDED OCOTBER 2, 2001 BY THE SMITHFIELD TOWN COUNCIL